

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM348866

|   |  |                       |                                    |
|---|--|-----------------------|------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                                    |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                                    |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                                    |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                 |
| Abica Coffee, LLC   |  | 07/21/2015            | LIMITED LIABILITY COMPANY: GEORGIA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                    |
| <b>Name:</b>  | Hojeij Branded Foods, Inc.                         |                       |                                    |
| <b>Street Address:</b>  | 1750 The Exchange SE                               |                       |                                    |
| <b>Internal Address:</b>  | Suite 200  |                       |                                    |
| <b>City:</b>  | Atlanta  |                       |                                    |
| <b>State/Country:</b>   | GEORGIA  |                       |                                    |
| <b>Postal Code:</b>   | 30339  |                       |                                    |
| <b>Entity Type:</b>   | CORPORATION: GEORGIA                               |                       |                                    |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |                                    |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                                    |
| <b>Registration Number:</b>   | 3235049  | ABICA COFFEE          |                                    |
| <b>Registration Number:</b>   | 3235048  | ABICA COFFEE          |                                    |
| <b>Registration Number:</b>   | 3257025  | FUEL YOUR PASSION     |                                    |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                    |
| <b>Fax Number:</b>  | 4045725134   |                       |                                    |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |  |                       |                                    |
| <b>Phone:</b>   | 404 572 4600                                       |                       |                                    |
| <b>Email:</b>   | spetty@kslaw.com,vbantug@kslaw.com                 |                       |                                    |
| <b>Correspondent Name:</b>  | King & Spalding LLP                                |                       |                                    |
| <b>Address Line 1:</b>  | 1180 Peachtree Street, NE                          |                       |                                    |
| <b>Address Line 4:</b>  | Atlanta, GEORGIA 30309                             |                       |                                    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 21181.019001                                       |                       |                                    |
| <b>NAME OF SUBMITTER:</b>   | Vicky R. Bantug                                    |                       |                                    |
| <b>SIGNATURE:</b>   | /Vicky R. Bantug/                                  |                       |                                    |
| <b>DATE SIGNED:</b>   | 07/22/2015   |                       |                                    |
| <b>Total Attachments: 5</b>   |  |                       |                                    |
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## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** (“Assignment”), effective as of July 21, 2015 (“Effective Date”), is from Abica Coffee, LLC, a Georgia limited liability company (“Abica”), Nasser Hajaig, an individual resident of Arizona (“Nasser”) and Lauren Olsen Beall (“Lauren”, and together with Abica and Nasser, “Assignors”), to Hojeij Branded Foods, Inc., a Georgia corporation (“Assignee”). Assignors and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Assignors are the owners of certain rights, titles and interests in and to the trademarks set forth on the schedule attached hereto as Schedule A (the “Trademarks”), including but not limited to the registrations and applications for registration of the Trademarks, including the registrations and applications for registration of the Trademarks identified on the schedule attached hereto as Schedule B, and any and all goodwill of the business in connection with which the Trademarks are used and symbolized by the Trademarks (the Trademarks, such applications and registrations, and such goodwill, collectively, the “Intellectual Property”); and

WHEREAS, Assignee desires to acquire the Intellectual Property and Assignors desire to assign their rights, as applicable, in the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors, as applicable, hereby sell, transfer, convey, assign and deliver to Assignee (i) all of Assignors’ right, title and interest in and to the Intellectual Property, including the Trademarks, all registrations and applications for registration for the Trademarks and the goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks, to the extent that such rights and goodwill exist, and all rights of priority in the Intellectual Property in any country as may now or hereafter be granted to it by law, treaty or other international conventions, (ii) any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, misappropriations, or other violations of the Intellectual Property, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Intellectual Property, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignors if this Assignment has not been made (together, the “Assigned Rights”).

Upon reasonable request by Assignee, Assignors will, at the cost and expense of Assignee, execute and deliver additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Rights set forth herein, and to vest in Assignee such right, title and interest in and to the Assigned Rights as granted to Assignee.

Assignors and Assignee hereby agree that this Assignment shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to the principles of conflicts of law thereof.

This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns, and may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the Parties.

No waiver, modification, or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification, or change is sought to be enforced.

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IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignors and Assignee, do hereby execute this Assignment to take effect on the Effective Date.

**ASSIGNORS:**

Abica Coffee, LLC

BY: Lauren Beall

NAME: Lauren Beall

TITLE: Pres

Nasser Hajaig  
Nasser Hajaig

Lauren Beall  
Lauren Olsen Beall

Executed and accepted by:

**ASSIGNEE:**

Hojeij Branded Foods, Inc.

BY: J. Stephen Olsen

NAME: J. Stephen Olsen

TITLE: CEO

DATE: 7-21-15

*Signature Page to the Instrument of Assignment – Trademarks*

**Schedule A**

**TRADEMARKS**

Abica Coffee  
Abica Coffee  
Fuel Your Passion

**Schedule B**

**TRADEMARK APPLICATIONS AND REGISTRATIONS**

| <b>Mark</b>       | <b>Country<br/>Reg. No. / App. No.</b> | <b>Registration Date<br/>Filing Date</b> |
|-------------------|--|--|
| Abica Coffee      | 3,235,048(Registration)                | 4/24/2007 (Registration Date)            |
| Abica Coffee      | 3,235,049(Registration)                | 4/24/2007 (Registration Date)            |
| Fuel Your Passion | 3,257,025(Registration)                | 6/26/2007 (Registration Date)            |